

PREPARED BY AND RETURN TO:

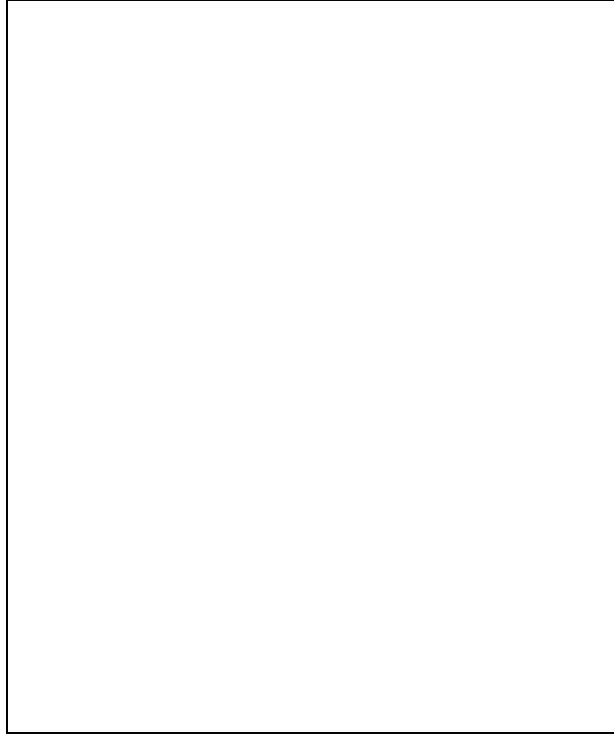
City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
c/o: Community and Economic Development Dir.

Landscape License and Covenant Agreement:

Property Address:

Permit #: _____

P.I.N. _____



**CITY OF WARRENVILLE
LANDSCAPE LICENSE AND COVENANT AGREEMENT**

THIS LANDSCAPE LICENSE AND COVENANT AGREEMENT (the "Agreement") is made and entered into by and between the legal title owner (the "Owner") of the property legally described below (the "Property") and the City of Warrenville (the "City") pursuant to Section 7-2-2.D of the City of Warrenville City Code, entitled "Landscape License Agreement."

W I T N E S E T H:

1. The Property which is subject to the terms, conditions and provisions of this Agreement is legally described as follows:

Legal Description

Common Address:

2. The Owner's property described in paragraph 1 (hereinafter referred to as the "Subject Property") is adjacent to right-of-way owned by the "City" (hereinafter referred to as the "ROW"). The Owner has requested that the City permit the Owner to install parkway trees, other landscaping improvements, and/or underground lawn irrigation improvements on the

ROW and the City is willing to permit the aforesaid activities by the Owner, subject to the terms and conditions hereinafter set forth in this Agreement.

3. In consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, is agreed by and between the parties hereto, as follows:
 - A. The City hereby grants the Owner a license to go upon the ROW, which ROW is depicted on Exhibit A attached hereto and made a part hereof, for the following purposes only:
 - (i) To plant a street tree or install other acceptable landscaping improvements. Said plantings and related improvements shall strictly conform with the following criteria:
 1. All street trees planted in Right-of-Way shall be selected from a list approved by the City as species that are appropriate for planting within street Right-of-Way. Lists of currently approved and disapproved species are found in Table B-1, B-2 and B-3 of the Arboricultural and Open Space Manual. Additional species may be approved if they meet public safety and maintenance criteria appropriate for street trees, such as well-behaved root system (to minimize possible conflicts between roots and driveways, sidewalks and utilities), limb strength (to minimize falling branches), site lines (to not unduly obscure visibility for vehicular traffic) and robustness (to minimize the need for replacements). All trees for planting in the ROW shall include a standard one-year replacement warranty from the supplier.
 2. All landscaping and related improvements in the Right-of-Way shall be installed and maintained substantially in the locations specified on Exhibit A; the City and J.U.L.I.E. will be contacted before planting to get accurate locations for underground utilities. Unless otherwise approved by the Community Development Director and Public Works Director, such trees shall not be planted closer than four feet (4') from the tree centerline to any underground utility, curb, sidewalk or driveway.
 3. It is agreed that the City shall have no legal or financial responsibilities to maintain or replace any trees or other landscape improvements planted or installed in the Right-of-Way pursuant to this Agreement.

And/or

- (ii) Install and maintain private underground lawn irrigation improvements subject to the following requirements:
 1. The Owner shall execute a Lawn Irrigation Agreement Addendum
 2. The design and installation of any underground lawn irrigation shall comply with all applicable City and State

permit and code requirements including, but not limited to, backflow prevention requirements.

4. Maintenance. The Owner shall maintain any and all materials planted or placed in the ROW pursuant to this Agreement according to acceptable industry standards, and as required by the City. This includes trimming of hazardous limbs and branches, removal of fallen branches, and removal of dead trees. The City shall have no legal or financial responsibility to maintain or replace the street trees, landscaping improvements, or underground lawn irrigation improvement. Owner shall be responsible for the removal of any landscaping or related improvements installed in the ROW pursuant to this permit if any such improvements are determined by the City to be poorly maintained, decaying or dead. Should the Owner fail to remove said improvements within 30 days after notice from the City, the City may remove said improvements and the Owner shall pay all expenses incurred by the City to complete said removal.
5. Hold Harmless Release Agreement. By executing this Agreement the City is granting the Owner permission to install trees, other landscape related improvements, and/or underground lawn irrigation improvements in the aforementioned ROW in the location indicated on Exhibit A. Such permission is subject to the Owner entering into this Agreement with the City. The Owner covenants and agrees that all improvements installed in the ROW pursuant to this agreement shall be installed in a good and workmanlike manner. The Owner shall indemnify, defend and hold the City harmless from any loss, cost, attorneys' fees, expense or damage, including all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained in connection with or arising from the installation of and maintenance of same on the ROW by the Owner.

The Owner specifically releases the City from any and all damages to the said improvements caused by the use of the ROW for the specified utility purposes and the construction, installation, maintenance, repair, reconstruction, or operation of the utilities and roadway therein. Notwithstanding the foregoing, the City and all other parties benefited by the ROW, in performing repairs, maintenance or other work respecting the roadway and utilities therein, shall exercise reasonable care to avoid damage to said improvements wherever practicable, and the indemnity and releases that are contained hereinabove shall not be applicable to any wanton or willful conduct by the City or other parties benefited by the ROW, as applicable.

6. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the Owner, the Owner's successors, assigns and grantees, and all parties claiming by through and under them. Enforcement of this Agreement may be sought by the City, by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Agreement, wither to restrain violation, to compel affirmative action, or to recover damages, and, in the event the City is the prevailing party, the City shall be entitled to recover its attorney's fees and costs.
7. This Landscape License Agreement will become a permanent record in the file maintained by the City on the Property and shall be recorded, at the expense of the Owner, against the Property in the Office of the DuPage County Recorder of Deeds.
8. Any notice to the Owner under this Agreement shall be given to the last name and address shown on the most recent real estate tax bill issued by the County Treasurer. Any notice to the City under this Agreement shall be given to:

City of Warrenville
3S258 Manning Ave
Warrenville, IL 60555
Attention: Community and Economic Development Director

Or to such other address at which the principal administrative offices of the City are located from time to time.

9. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed or caused the Agreement to be executed by their duly authorized officials.

Address:

PIN: _____

Owner Signature

Printed Name _____

Address:

PIN: _____

Owner Signature

Printed Name _____

CITY OF WARRENVILLE

Community and Economic Development Director

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally

(Owner)

known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s) he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2____.

My Commission expires: _____

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally
(Owner)
known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s) he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2____.

My Commission expires: _____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **Ronald Mentzer**, personally known to me to be the **Community and Economic Development Director of the City of Warrenville**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2____.

My Commission expires: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

AND RIGHT-OF-WAY LANDSCAPE IRRIGATION PLAN

LAWN IRRIGATION AGREEMENT ADDENDUM

According to the drawings submitted, a lawn sprinkler system is planned to be installed on your premises. The plans also show the sprinkler lines to be extended into the City Right-of-Way (ROW), installed in the parkway.

This is City of Warrenville property; sometime in the future the City may find it necessary to excavate the parkway where your lawn sprinkler is located. Because this is City property, the City cannot be held liable for the replacement, reconnection or reconstruction of any part of your lawn sprinkler system installed in the City ROW.

Also, sometime in the future, it may be necessary for other utility companies to excavate in the ROW. These companies cannot be held liable for replacement, reconnection or reconstruction of the sprinkler system that is installed within the ROW.

This agreement shall be binding upon the Owner and all successor Owners of the property and such successors should be informed of such. I/we hereby covenant and agree that the installation of the lawn irrigation system shall be subject to all the terms and conditions of this Addendum and the associated Landscape License and Covenant Agreement, which is incorporated by reference herein.

Owner's Signature
Printed Name _____

Address

Date